IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

MARY FORREST,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
	)	
UNIVERSAL SAVINGS BANK, F.A.,	)	
	)	**Jury Demanded**
Defendant.	)	

COMPLAINT

INTRODUCTION

1. Plaintiff Mary Forrest brings this action to secure redress for a course of conduct that included the accessing of a consumer report on plaintiff without plaintiff's consent or any lawful reason, in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA").

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1337 and 15 U.S.C. § 1681p.

3. Venue in this District is proper in that defendant does business in this District and in that the mailing that gave rise to the violations of law complained of was directed to and received by plaintiff in this District.

PARTIES

4. Plaintiff Mary Forrest is an individual who resides in Milwaukee, Wisconsin.

5. Defendant Universal Savings Bank, F.A. ("USB") is a bank with

principal offices in Grand Rapids, Michigan.

6. In or about November 2005, plaintiff received from defendant a solicitation, a copy of which is attached as Exhibit A, via the United States mail.

7. Defendant sent or caused to be sent to plaintiff the material in Exhibit A.

8. Exhibit A states that "This 'prescreened' offer of credit is based on information in your credit report indicating that you meet certain criteria."

9. Defendant used or caused to be used information from a credit reporting agency in determining to send Exhibit A.

10. Plaintiff had not authorized Defendant or any agent of the Defendant to access or use plaintiff's consumer report or the information therein.

11. The FCRA, 15 U.S.C. § 1681b, provides it is permissible to obtain a consumer report on a consumer only with the written consent of the consumer or for certain "permissible purposes," such as the extension of credit to, or review or collection of an account of, the consumer, employment purposes, the underwriting of insurance, or in connection with a business transaction that is initiated by the consumer.

12. The requester must certify to the consumer reporting agency that a permissible purpose exists.

13. One "permissible purpose" is to extend a firm offer of credit or insurance to the consumer, even where this has not been requested by the consumer.

14. The sending of the material in Exhibit A does not constitute a

permissible reason for anyone to access a consumer report on plaintiff without plaintiff's consent.

15. The sending of Exhibit A does not qualify as a "firm offer of credit" within the meaning of the FCRA.

16. The purported offer is lacking in essential terms. There is no minimum amount of credit offered.

17. Exhibit A states "Your initial credit limit will depend on whether you meet our established income and credit standards. Balance transfers will be made up to the initial credit limit amount."

18. This language eviscerates the offer for a "free" computer if the consumr accepts the offer, transfers balances of at least $5000.00, and maintain a balance of $3,500 of the first eighteen months. Unless the consumer knows that a credit line of $5000.00 will be given, this offer is illusory.

19. In order to make a firm offer of credit, "there must clearly be an *offer*." *Murray v. Flexpoint Funding Corp.*, No. 05-cv-1253, 2005 WL 1463500, *2 (N.D. Ill., June 17, 2005) (emphasis in original).

20. Exhibit A has no value beyond a solicitation for business, the sending of which is not a permissible purpose for accessing consumer report information. *Cole v. U.S. Capital, Inc.,* 389 F.3d 719 (7th Cir. 2004).

COUNT I – FCRA

21. Plaintiff incorporates the above-numbered paragraphs by reference.

22. Defendant obtained a consumer report on plaintiff and every other person to whom Exhibit A was sent without their written permission or a "permissible

purpose."

23. As Defendant did not make a firm offer of credit, Defendant's accessing of plaintiff's consumer report violated 15 U.S.C. § 1681b(c)(1)(B).

24. Defendant's violation was willful.

25. Defendant is liable to the plaintiff and class members pursuant to 15 U.S.C. § 1681n.

CLASS ALLEGATIONS

21. This claim is brought on behalf of a class, consisting of all persons with Wisconsin addresses to whom Defendant sent Exhibit A after November 20, 2004.

22. The class is so numerous that joinder of all members is impracticable. Exhibit A is obviously a form document. According to Exhibit A, the consumer report of each such individual was accessed.

23. There are questions of law and fact common to the class, which predominate over any questions affecting only individual class members. The predominant common question is whether Exhibit A constitutes a firm offer of credit.

24. Plaintiff's claims are typical of the claims of the class members. All are based on the same legal and factual issues.

25. Plaintiff will fairly and adequately represent the members of the class. Plaintiff has retained counsel experienced in the prosecution of similar claims.

26. A class action is superior for the fair and efficient prosecution of this litigation. Injunctive relief is unavailable to private litigants under the FCRA. Classwide liability is essential to cause defendant to stop its improper conduct. Many class members may be unaware that they have been victims of illegal conduct.

WHEREFORE, plaintiff requests that the Court enter judgment in plaintiff's favor and in favor of the class for:

a. Appropriate damages;

b. Attorney's fees, litigation expenses and costs of suit;

c. Such other or further relief as is appropriate.

JURY DEMAND

Plaintiff demands trial by jury.

Respectfully submitted,

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